

**RESOLUTION OF THE CITY  
COUNCIL OF THE CITY OF  
MINNEAPOLIS  
Approving Stipulation of Final  
Settlement For Cedar Lake Trail  
– Phase III**

WHEREAS, the City of Minneapolis (the “City”) completed Phase I and Phase II of the Cedar Lake Trail between the West City limits and Royalston Avenue in 1995;

WHEREAS, extension of the Cedar Lake Trail from Royalston Avenue to the Mississippi River (“Cedar Lake Trail Phase III a/k/a Cedar Lake Bike Trail Phase III”) is a high priority for the City of Minneapolis (“City”) and its residents;

WHEREAS, pursuant to previous City Council resolution, the City commenced eminent domain proceedings to acquire a permanent easement over Parcel 21;

WHEREAS, when the eminent domain proceeding was commenced, Threequarters, LLC (“Threequarters”) owned a 3/4<sup>ths</sup> interest in and Bruce Stillman owned a 1/4<sup>ths</sup> interest in property lying between Royalston Avenue and West River Parkway which the City desires to cross with the Cedar Lake Trail – Phase III, and which is legally described in Exhibit A attached hereto (“Parcel 21”);

WHEREAS, Threequarters and Stillman also hold easement rights encumbering Parcel 22 which the City seeks to subordinate to the City’s easement rights over Parcel 22;

WHEREAS, the City recently amended the eminent domain proceeding to include a larger permanent easement, as well as temporary easements over Parcel 21, and to acquire additional interests in Parcel 22;

WHEREAS, the Easements sought to be acquired by the City over Parcel 21 and Parcel 22 are described in Exhibit A (“Easements”);

WHEREAS, the City staff and counsel retained by the City have negotiated a proposed Stipulation of Final Settlement which, if approved, will resolve the amount of total compensation to be paid by the City for the Easements and all other issues relating to the City's acquisition of the Easements, including claims for relocation assistance;

WHEREAS, under the proposed Stipulation of Final Settlement, the City will pave the parking lot on Parcel 21 and pay Stillman \$31,000 (less \$6,000 previously paid) for the Easements which will satisfy all claims of Threequarters and Stillman in the eminent domain proceeding or otherwise in relation to the City's acquisition of the Easements and to reimburse Stillman for relocation expenses incurred due to Stillman's claim that he was displaced from Parcel 21 by the City Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNEAPOLIS:

Upon approval of the proposed Stipulation of Final Settlement by the City Attorney and execution and delivery of that agreement on behalf of Threequarters, LLC and Bruce Stillman, the City Contracting Officer is authorized to execute the agreement on behalf of the City and to pay Stillman \$25,000 and the Director of Public Works is authorized to pave the parking lot on Parcel 21 as part of the City Project, which collectively are the additional compensation agreed to in the Stipulation of Final Settlement (beyond the \$6,000 previously deposited with the Court herein as to Parcel 21).

## EXHIBIT A

### Legal Description of Property

**Parcel No. 21** (Tax Parcel No. 22-029-24-14-0016)  
Property Address: 310 Second Street North  
Minneapolis, Minnesota

### **Description of Subject Property:**

Lot 4, that part of Lot 3 and that part of the vacated alley accruing to said Lots 3 and 4 lying Southerly of the railroad right-of-way as widened, all in Block 26, **TOWN OF MINNEAPOLIS**, Hennepin County, Minnesota.

According to the map or plat thereof on file and of record in the Office of the County Recorder in and for Hennepin County, Minnesota.

### **Description of Taking:**

#### 1. Permanent Easement Over Alley

A permanent easement for trail and other transportation purposes including, without limitation, bicycle, vehicular (maintenance and emergency) travel, and the location of all public utility and communication facilities, including fiber optic lines over, under and across that part of the vacated alley accruing to Lots 3 and 4 lying Southerly of the railroad right-of-way as widened, all in Block 26, TOWN OF MINNEAPOLIS, Hennepin County, Minnesota which is described as follows:

Said easement lies 20.45 feet on both sides of the following described line: Commencing at the most westerly corner of said Lot 3; thence on an assumed bearing of North 45 degrees 18 minutes 14 seconds West, along the Southwesterly line of said Block 26, a distance of 9.76 feet to the point of beginning of the line to be described; thence North 63 degrees 49 minutes 17 seconds East a distance of 246.93 feet; thence Northeasterly along a tangential curve concave to the Southeast, said curve having a radius of 3000.00 feet and a central angle of 01 degrees 33 minutes 49 seconds for a distance of 81.87 feet; thence North 65 degrees 23 minutes 06 seconds East, tangent to said curve, for a distance of 32.18 feet to the intersection with the Northeasterly line of said Block 26 and said line there terminating.

The sidelines of said easement should be prolonged or shortened to intersect the Southwesterly and Northeasterly lines of the vacated alley accruing to said Lots 3 and 4.

Said permanent easement shall include the right of the Petitioner, its contractors, agents and employees to enter said permanent easement at all reasonable times to place, construct, operate, repair, maintain, relocate, replace and reconstruct thereon facilities

and improvements for such purposes, and to grade and excavate thereon, and to cut, trim and remove trees, shrubbery, growing crops and surface improvements to the extent necessary to facilitate Petitioner's use of its easement rights within said easement tract.

The area of the permanent easement is 161 square feet.

2. Temporary Easement (Over Alley).

A temporary easement 4.55 feet wide for construction purposes, that lies Southeasterly of and adjoining said permanent easement.

Said temporary easement shall terminate not later than December 31, 2010.

Said temporary easement shall include the right of Petitioner, its contractors, agents, and employees to enter said temporary easement tract at all reasonable times to grade and excavate thereon, and to cut, trim and remove trees, shrubbery, growing crops and surface improvements within said temporary easement tract, as needed to facilitate Petitioner's construction and access activities within said permanent and temporary easement tracts.

The area of said temporary easement is 37 square feet, more or less.

3. Temporary Easement (Over Parking Lot)

A temporary easement for construction purposes over, under and across the Southwesterly 68.00 feet of the Northwesterly 15.00 feet of said Lot 4, Block 26, and the Southwesterly 73.00 feet of said Lot 3, Block 26, lying Southerly of the railroad right of way as widened.

Said temporary construction easement shall be 10 days in length which shall begin upon not fewer than 10 days' written notice from Petitioner to the property owner and shall terminate no later than December 31, 2010.

Said temporary easement shall include the right of Petitioner, its contractors, agents, and employees to enter said temporary easement tract at all reasonable times to grade and excavate thereon, and to cut, trim and remove trees, shrubbery, growing crops and surface improvements within said temporary easement tract, as needed to facilitate Petitioner's construction and access activities within said permanent and temporary easement tracts.

The area of said temporary easement is 4,272 square feet, more or less.

4. Slope Easement (Over Alley)

A permanent non-exclusive slope easement for grading and maintaining the grade over, under and across that part of the vacated alley accruing to Lots 3 and 4 lying Southerly of the railroad right of way as widened, all in Block 26, TOWN OF MINNEAPOLIS, Hennepin County, Minnesota.

Said easement lies 25.00 feet on both sides of the following described line: Commencing at the most Westerly corner of said Lot 3, thence on an assumed bearing of North 45 degrees 18 minutes 14 seconds West, along the Southwesterly line of said Block 26, a distance of 9.76 feet to the point of beginning of the line to be described, thence North 63 degrees 49 minutes 17 seconds East a distance of 246.93 feet; thence Northeasterly along a tangential curve concave to the Southeast, said curve having a radius of 3000 feet and a central angle of 01 degrees 33 minutes 49 seconds for a distance of 81.87 feet; thence North 65 degrees 23 minutes 06 seconds East, tangent to said curve, for a distance of 32.18 feet to the intersection with the Northeasterly line of said Block 26 and said line there terminating.

The sidelines of said easement shall be prolonged or shortened to intersect the Southwesterly and Northeasterly lines of the vacated alley accruing to said Lots 3 and 4.

Said permanent slope easement shall include the right of the Petitioner, its contractors, agents, and employees to enter said slope easement tract (at all reasonable times prior to December 31, 2010, and thereafter upon seven calendar days written notice as provided below) to establish, re-establish, inspect, grade, construct, alter, repair and use both cuts and fills on said real property and excavate thereon, and to cut, trim and remove trees, shrubbery, growing crops and surface improvements and change the grade and permanently provide lateral support to and protect Petitioner's trail and utility improvements within said easement tracts and adjacent property and the owner's improvements on the Subject Property, as needed in the discretion of Petitioner, to construct, operate, repair, maintain, remove and reconstruct Petitioner's improvements.

Reserving unto the owner, its successors and assigns, the right (after December 31, 2010) to pave or surface the land within the slope easement area and to use said land for driveway and parking purposes, not inconsistent with the use thereof by Petitioner, its agents, employees, successors and assigns for uses consistent with this easement, provided that, from time to time, the owner shall remove any vehicles or materials from the land within the slope easement tract (and otherwise vacate said easement) upon seven (7) calendar days' advance written notice from the Petitioner, or its successors or assigns, that it is necessary for the Owner to clear all or a specified part of the slope easement tract for purposes related to the construction, reconstruction, maintenance, operation or repair of the Cedar Lake Trail – Phase III or related improvements, including the control of drainage within the slope easement area. Upon giving such written notice to the owner as provided herein, Petitioner, or its successors and assigns, shall have the right, from time to time, to use or work within all of the slope easement tract, or such portion thereof as is specified in said notice, without payment of additional compensation.

The area of said permanent slope easement is 198 square feet, more or less.

All of said easements shall take effect upon Petitioner's payment to the owner or deposit with the Court of Petitioner's approved appraisal of value for the Additional Easements, as provided in Minn. Stat. § 117.042.

**Interests Being Encumbered:**

The names of the parties having an interest in the above-described land and the nature of their interests to the best of Petitioner's knowledge based upon a review of records in the office of the County Recorder and Registrar of Titles in and for Hennepin County, Minnesota are set forth below. It is the intention of the Petitioner to encumber all rights and interests in the above described real property, including, but not limited to, all of the interests of those parties named below.

NAME	NATURE OF INTEREST
Threequarters, LLC, a Minnesota limited liability company	Fee owner
Bruce Stillman, aka Bruce H. Stillman	Possible holder of an interest
Spouse of Bruce Stillman, aka Bruce H Stillman, if any	Possible holder of an interest
City of Minneapolis	Special Assessments
Wells Fargo Bank, National Association (fka Norwest Bank Minneapolis, National Association)	Mortgage
Bremer Bank, National Association	Mortgage, UCC Financing Statement and Assignment of Rents
127 Building Partnership, a Minnesota general partnership	Easement
Hillman Machinery & Supply, Inc., a Minnesota corporation	Easement
Hillman Mechanical Equipment Company, a Minnesota corporation	Possible holder of an interest
LaSalle National Bank, as Trustee for the holders of Commercial Mortgage Pass-Through Certificates Series 1998C-1	Possible holder of an interest
Highland Bank, a Minnesota banking corporation	Possible holder of an interest
127 Building Partnership LLP, a Minnesota limited liability partnership	Possible holder of an interest





**Parcel No. 22** (Tax Parcel No. \_\_\_\_\_)

Property Address: Parking lot bounded by BNSF Railway Company railroad right of way, First Street North, Third Avenue North and vacated alley between First Street North and Second Street North.

**Description of Subject Property:**

Lot 6 and all of Lots 7 and 8 lying Southerly of the Southerly line of the Minneapolis and St. Louis Railway Company railroad right of way, all in Block 26, Town of Minneapolis, together with that part of the vacated alley accruing thereto by reason of the vacation thereof, according to the map or plat on file or of record in the Office of the County Recorder for Hennepin County Minnesota.

**Description of 2008 Easement Parcel**

Petitioner's easement pursuant to Easement Deed dated January 15, 2008 filed in the Office of the County Recorder for Hennepin County, Minnesota on January 26, 2008, as Document No. 9102144 given by 127 Building Partnership, a Minnesota general partnership, to City of Minneapolis (Petitioner herein) (hereinafter referred to as "2008 Easement") over the following described tract of land:

A permanent 20.00 foot wide easement for trail purposes over, under and across Lot 6 and all of Lot 7 and 8 lying Southerly of the Southerly line of the Minneapolis and St. Louis Railway Company Railroad right-of-way, all in Block 26, TOWN OF MINNEAPOLIS, together with that part of the vacated alley accruing thereto by the reason of the vacation thereof.

The centerline of said easement is described as follows:

Commencing at the Intersection with a line drawn parallel with and 25.00 feet Southeasterly of the centerline of the east bound track of the Burlington Northern Railroad and the Northeasterly line of Block 5, HOAG'S ADDITION TO MINNEAPOLIS, Hennepin County, Minnesota; thence South 45 degrees 06 minutes 30 seconds West, along said parallel line, a distance of 426.49 feet; thence South 44 degrees 53 minutes 30 seconds East a distance of 6.78 feet to the point of beginning of the centerline to be described; thence North 51 degrees 32 minutes 12 seconds East for a distance of 110.94 feet; thence northeasterly along a tangential curve concave to the southeast, said curve having a radius of 100.00 feet and a central angle of 06 degrees 44 minutes 39 seconds for a distance of 11.77 feet; thence North 58 degrees 16 minutes 51 seconds East, tangent to said curve, for a distance of 95.19 feet; thence northeasterly along a tangential curve concave to the northwest, said curve having a radius of 550.00 feet and a central angle of 13 degrees 13 minutes 01 seconds for a distance of 126.87 feet; thence North 45 degrees 03 minutes 50 seconds East, tangent to last said curve, for a distance of 158.13 feet; thence northeasterly along a tangential curve concave to the southeast, said curve having a radius of 500.00 feet and central angle of 02 degrees 06 minutes 35 seconds for a distance of 18.41 feet; thence North 47 degrees 10 minutes 25 seconds East, tangent to last said curve, for a distance of 14.52 feet; thence northeasterly along a tangential curve concave to the northwest, said curve having a radius of 100.00 feet and a central angle of 16 degrees 10 minutes 08 seconds for a distance of 28.22 feet; thence North 31 degrees 00 minutes 16 seconds East, tangent to last said

curve, for a distance of 14.12 feet; thence northeasterly along a tangential curve concave to the southeast, said curve having a radius of 100.00 feet and a central angle of 14 degrees 03 minutes 14 seconds for a distance of 24.53 feet; thence North 45 degrees 03 minutes 31 seconds East, tangent to last said curve, for a distance of 205.77 feet; thence North 45 degrees 03 minutes 53 seconds East for a distance of 649.35 feet; thence northeasterly along a tangential curve concave to the southeast, said curve having a radius of 1000.00 feet and a central angle of 00 degrees 59 minutes 37 seconds for a distance of 17.34 feet; thence North 46 degrees 03 minutes 30 seconds East, tangent to last said curve, for a distance of 31.24 feet; thence northeasterly along a tangential curve concave to the southeast, said curve having a radius of 480.00 feet and a central angle of 09 degrees 01 minutes 14 seconds for a distance of 75.57 feet; thence North 55 degrees 04 minutes 44 seconds East, tangent to last said curve, for a distance of 1.48 feet; thence northeasterly along a tangential curve concave to the southeast, said curve having a radius of 100.00 feet and a central angle of 02 degrees 50 minutes 16 seconds for a distance of 4.95 feet; thence North 57 degrees 55 minutes 00 seconds East, tangent to last said curve, for a distance of 68.10 feet; thence northeasterly along a tangential curve concave to the southeast, said curve having a radius of 250.00 feet and a central angle of 05 degrees 59 minutes 34 seconds for a distance of 26.15 feet; thence North 63 degrees 54 minutes 34 seconds East, tangent to last said curve, for a distance of 123.76 feet; thence northeasterly along a tangential curve concave to the northwest, said curve having a radius of 1000.00 feet and a central angle of 00 degrees 34 minutes 07 seconds for a distance of 9.93 feet; thence North 63 degrees 20 minutes 27 seconds East, tangent to last said curve, for a distance of 158.84 feet; thence northeasterly along a tangential curve concave to the southeast, said curve having a radius of 1000.00 feet and a central angle of 00 degrees 31 minutes 44 seconds for a distance of 9.23 feet; thence North 63 degrees 52 minutes 11 seconds East, tangent to last said curve, for a distance of 503.54 feet; thence northeasterly along a tangential curve concave to the southeast, said curve having a radius of 1000.00 feet and a central angle of 00 degrees 44 minutes 16 seconds for a distance of 12.80 feet; thence North 64 degrees 36 minutes 27 seconds East, tangent to last said curve, for a distance of 121.61 feet; thence northeasterly along a tangential curve concave to the southeast, said curve having a radius of 150.00 feet and a central angle of 01 degrees 04 minutes 47 seconds for a distance of 2.83 feet; thence North 65 degrees 41 minutes 14 seconds East, tangent to last said curve, for a distance of 86.69 feet; thence northeasterly along a tangential curve concave to the southeast, said curve having a radius of 400.00 feet and a central angle of 00 degrees 48 minutes 24 seconds for a distance of 5.63 feet; thence North 66 degrees 29 minutes 38 seconds East, tangent to last said curve, for a distance of 44.80 feet; thence northeasterly along a tangential curve concave to the southeast, said curve having a radius of 500.00 feet and a central angle of 02 degrees 19 minutes 09 seconds for a distance of 20.24 feet; thence North 68 degrees 48 minutes 47 seconds East, tangent to last said curve, for a distance of 386.47 feet; thence northeasterly along a tangential curve concave to the southeast, said curve having a radius of 500.00 feet and a central angle of 01 degrees 09 minutes 02 seconds for a distance of 10.04 feet; thence North 69 degrees 57 minutes 49 seconds East, tangent to last said curve, for a distance of 241.35 feet; thence southerly along a tangential curve concave to the southwest, said curve having a radius of 92.00 feet and a central angle of 90 degrees 07 minutes 52 seconds for a distance of 144.72 feet; thence South 19 degrees 54 minutes 19 seconds East, tangent to last said curve, for a distance of 212.91 feet; thence southerly along a tangential curve concave to the east, said curve having a radius of 100.00 feet and a central angle of 05 degrees 23 minutes 55 seconds for a distance of 9.42 feet; thence South 25 degrees 18 minutes 14 seconds East, tangent

to last said curve, for a distance of 118.28 feet; thence southerly along a tangential curve concave to the east, said curve having a radius of 100.00 feet and a central angle of 09 degrees 26 minutes 17 seconds for a distance of 16.47 feet; thence South 34 degrees 44 minutes 31 seconds East, tangent to last said curve, a distance of 177.68 feet and said centerline there terminating.

**Descriptions of Taking:**

1. Subordination of the interests of the parties named herein to Petitioner’s rights pursuant to the 2008 Easement in the 2008 Easement Parcel; and

2. A temporary construction easement over, under and across the following described portion of the above described land:

Commencing at the most westerly corner of Lot 3, said Block 26, THE TOWN OF MINNEAPOLIS; thence on an assumed bearing of North 45 degrees 10 minutes 25 seconds West, along the southwesterly line of said Block 26, a distance of 9.86 feet to the point of beginning of the line to be described; thence North 63 degrees 49 minutes 17 seconds East a distance of 247.25 feet; thence Northeasterly along a tangential curve concave to the southeast, said curve having a radius of 3000.00 feet and a central angle of 01 degrees 33 minutes 49 seconds for a distance of 81.87 feet; thence North 65 degrees 23 minutes 06 second East, tangent to said curve, for a distance of 32.02 feet to the intersection with the northeasterly line of said Block 26 and said line there terminating.

Said temporary easement lies between two lines that are parallel with the above described line and are offset southeasterly 10 feet and 25.00 feet from the above described line.

The sidelines of said easement should be prolonged or shortened to intersect said southwesterly line of the vacated alley accruing to Lots 6, 7 and 8, said Block 26, and said northeasterly line of Block 26.

Said temporary easement to expire upon December 31, 2010.

Said temporary construction easement shall include the right to enter upon said tract and grade and excavate land for the purpose of constructing a public non-motorized use trail and the further right to remove bushes, trees, undergrowth and other obstructions interfering with the location and construction of said non motorized trail.

<u>RESPONDENT</u>	<u>NATURE OF INTEREST</u>
127 Building Partnership, a Minnesota general partnership	Fee Owner
LaSalle National Bank, as Trustee for the holders of Commercial Mortgage Pass-Through Certificates Series 1998C-1	Mortgage, pursuant to assignment
Highland Bank, a Minnesota banking corporation	Mortgages, Assignments of Leases and Rents, Security Agreements and Financing Statements

127 Building Partnership, LLP, a Minnesota limited liability partnership	Possible holder of an interest
Threequarters, LLC, a Minnesota limited liability company	Easement
Bruce Stillman, aka Bruce H. Stillman	Possible holder of an interest
Spouse of Bruce Stillman, aka Bruce H Stillman, if any	Possible holder of an interest
Wells Fargo Bank, National Association (fka Norwest Bank Minneapolis, National Association)	Mortgage
Bremer Bank, National Association	Mortgage, UCC Financing Statement and Assignment of Rents
Hillman Machinery & Supply, Inc., a Minnesota corporation	Easement
Hillman Mechanical Equipment Company, a Minnesota corporation	Possible holder of an interest